

July 5, 2019

Scotiabank Brasil S.A. Banco Multiflo (the “Bank”)

and

Simplific Pavarini Distribuidora de Títulos e Valores Mobiliários Ltda.
Rua Joaquim Floriano 466, Bloco B, Conj 1401- Itaim Bibi

04534-002 – São Paulo – SP Brazil

Ladies and Gentlemen:

We have acted as counsel to Livewire Transmission LLC, a Delaware limited liability company (“LiveWire”), Kilovolt Transmission LLC, a Delaware limited liability company (“Kilovolt”), Arc Light Transmission LLC, a Delaware limited liability company (“Arc Light”), and Ohmic Transmission LLC, a Delaware limited liability company (“Ohmic”, and together with LiveWire, Kilovolt, and Arc Light, collectively, the “Guarantors” and each, a “Guarantor”) in connection with the preparation of, and the consummation of the transactions contemplated by, the Guarantee, dated as of the date hereof (the “Guarantee”), for the benefit of the holders from time to time of the Debentures (as hereinafter defined) (collectively, the “Debenture Holders”), represented therein by Simplific Pavarini Distribuidora de Títulos e Valores Mobiliários Ltda., as fiduciary agent for and representative of the Debenture Holders (in such capacity, the “Fiduciary Agent”), in respect of the Instrumento Particular de Escritura da 1ª (Primeira) Emissão de Debêntures Simples, Não Conversíveis em Ações, da Espécie Quirografária, com Garantia Fidejussória Adicional, em Série Única, para Distribuição Pública com Esforços Restritos de Distribuição, da Transmissora Sertaneja de Eletricidade S.A., dated as of July 5, 2019, entered into by Transmissora Sertaneja de Eletricidade S.A., a Brazilian *sociedade anônima* (the “Issuer”) and the Fiduciary Agent (the “Indenture”).

In so acting, we have examined an original or copy (certified or otherwise identified to our satisfaction) of the Guarantee.

In addition, we have examined such limited liability company records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of each Guarantor, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to these opinions that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Guarantors and upon the representations and warranties of the Guarantors contained in the Guarantee. We have also assumed (i) the valid existence and good standing of each party to the Guarantee, (ii) that each party to the Guarantee has the requisite

corporate, limited liability company or equivalent, as the case may be, power and authority to enter into and perform the Guarantee and (iii) the due authorization, execution and delivery of the Guarantee by each party thereto.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that:

1. The Guarantee constitutes the legal, valid and binding obligation of each Guarantor that is a party thereto, enforceable against such Guarantor in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) and except that (A) rights to indemnification and contribution thereunder may be limited by federal or state securities laws or public policy relating thereto, (B) no opinion is expressed with respect to any rights of set-off in the Guarantee, (C) certain remedial provisions of the Guarantee are or may be unenforceable in whole or in part under the laws of the State of New York, but the inclusion of such provisions does not affect the validity of the Guarantee, and the Guarantee contains adequate provisions for the practical realization of the rights and benefits afforded thereby and (D) no opinion is expressed with respect to any provision of the Guarantee providing for liquidated damages.

2. The execution and delivery by each Guarantor of the Guarantee and the performance by such Guarantor of its obligations thereunder will not conflict with, constitute a default under, or violate any New York or federal law applicable to such Guarantor (other than federal and state securities or blue sky laws, as to each of which we express no opinion).

3. No consent, approval, waiver, license or authorization or other action by or filing with any New York or federal governmental authority is required, in each case, in connection with the execution and delivery by any Guarantor of the Guarantee, the consummation by such Guarantor of the transactions contemplated thereby or the performance by such Guarantor of its obligations thereunder, except for (i) those already obtained and (ii) pursuant to federal and state securities or blue sky laws, in each case, as to which we express no opinion.

The opinions expressed herein are limited to the laws of the State of New York and the federal laws of the United States of America, and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

Weil, Gotshal & Manges LLP

The opinions expressed herein are rendered solely for your benefit in connection with the transactions described herein. Those opinions may not be used or relied upon by any other person, nor may this letter or any copies hereof be furnished to a third party, filed with a governmental agency, quoted, cited or otherwise referred to without our prior written consent, other than to bank regulatory authorities and permitted assigns of the Bank.

Very truly yours,

Weil, Gotshal, Manges LLP